



BOARD OF SUPERVISORS

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

May 6, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORITY TO EXECUTE AMENDMENT NO. 1 WITH FUJIFILM MEDICAL SYSTEMS,
U.S.A., INC. FOR MAINTENANCE AND REPAIR SERVICES AT MARTIN LUTHER KING,
JR./CHARLES R. DREW MEDICAL CENTER, LOS ANGELES COUNTY+ UNIVERSITY OF
SOUTHERN CALIFORNIA HEALTHCARE NETWORK, OLIVE VIEW/UCLA MEDICAL
CENTER AND HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER**
(1st, 2nd and 5th districts) (3 votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, upon review and approval by County Counsel, to do the following:

1. Execute Amendment No. 1 with FujiFilm Medical Systems U.S.A., Inc. (Fujifilm) to Agreement No. H-207500 to add Computed Radiography Digital Imaging Systems equipment listed in Amendment No. 1 located at Martin Luther King, Jr./Charles R. Drew Medical Center (King/Drew) and Los Angeles County+ University of Southern California Healthcare Network (LAC+USC) to the Agreement that has come, or will be coming, off warranty this fiscal year, and to add two new facilities, Olive View/UCLA Medical Center (OV-UCLA) and Hubert H. Humphrey Comprehensive Health Center (HHHCHC), and equipment listed in Amendment No. 1 located at those facilities to the Agreement. The total maximum obligation of this Amendment from the date of Board approval through June 30, 2005 is \$319,235 (\$24,520 for Fiscal Year 2003-04, and \$294,715 for Fiscal Year 2004-05).
2. Extend the term of the Agreement up to an additional three (3) years from July 1, 2005 through June 30, 2008, for a maximum obligation of \$1,565,295; and

3. Add additional equipment to the Agreement as that equipment comes off warranty during the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Amendment No. 1 will provide continuous equipment maintenance and repair services for Computed Radiography Digital Imaging Systems which were originally covered under this Agreement, add equipment which is coming off warranty at King/Drew and LAC+USC, add two new facilities to the Agreement, HHHCHC and OV-UCLA, and enable the Director to add equipment to the Agreement as the equipment comes off warranty, through June 30, 2008.

FujiFilm is the original equipment manufacturer and can provide the most effective maintenance and repair services as required for the various Medical Centers and Comprehensive Health Centers.

FISCAL IMPACT/FINANCING:

The maximum Amendment amount for the requested services for the period of May 18, 2004 through June 30, 2005 is as follows: King/Drew \$19,240, LAC+USC \$227,077, OV-UCLA \$67,154, and HHHCHC \$5,764, for a maximum obligation of \$319,235.

The maximum Amendment amount for the requested services for the period of July 1, 2005 through June 30, 2008 is as follows: King/Drew \$283,260, LAC+USC \$1,083,915, OV-UCLA \$182,688, and HHHCHC \$15,432, for a maximum obligation of \$1,565,295.

The total Amendment amount for these requested services is \$1,884,530. The total maximum obligation for this Agreement is \$2,219,787. Amounts are based on the Board approval date of May 18, 2004 which would allow for commencement of services on the newly added equipment as of that date. In the event that the Board approval is later, the amounts will be adjusted accordingly.

Funding was included in the FY 2003-04 Adopted Budget and the FY 2004-2005 Proposed Budget and will be requested as a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 2, 2002, the Board approved a sole source agreement with Fujifilm for equipment maintenance and repair services at King/Drew and LAC+USC Medical Centers effective April 2, 2002 through June 30, 2005 for a maximum obligation of \$1,380,480. Amendment No. 1 will be effective upon Board approval through June 30, 2008.

The Agreement provides for additional equipment to be added which is coming off warranty or covered under purchase order agreements and/or Department of Health Services (DHS) agreements as they expire for a maximum of \$200,000 per County fiscal year. Prior to adding any equipment, DHS shall notify the Chief Administrative Office of the specific equipment to be added and the associated cost. The amendment will delegate authority to the Director, or his designee, to implement this provision.

The Honorable Board of Supervisors
May 6, 2004
Page 3

The Amendment includes updated required language such as No Payment for Services Provided, Safely Surrendered Baby Law, and Compliance with the Jury Service Program.

On September 21, 2000, the Chief Administrative Office and the Auditor-Controller informed the Department of the change in County policy with guidelines for the timely submission of contracts for Board approval. However, this Amendment was not scheduled for placement on the Board's agenda three weeks prior to its effective date because of price negotiations with the Contractor.

Contractor is in compliance with all Board, CAO and County Counsel requirements.

The Amendment will be approved as to form by County Counsel.

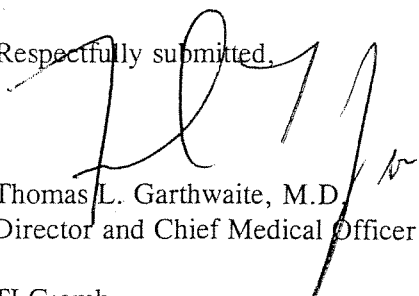
Attachment A provides additional information.

IMPACT ON CURRENT SERVICES:

Approval of this Amendment No. 1 will ensure that the digital imaging systems at King/Drew and LAC+USC, OV-UCLA and HHHCHC will be maintained and repaired on a recommended maintenance schedule.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:amb

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD3339.AMB

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Maintenance and repair services of Computed Radiography Digital Imaging Systems at King/Drew, LAC+USC, HHHCHC and OV-UCLA.

2. AGENCY ADDRESS AND CONTACT PERSON:

FujiFilm Medical Systems U.S.A., Inc.
 516 South Varney Street
 Burbank, CA 91502
 Attention: Keith Dickens, Regional Service Manager
 Telephone: (800) 446-5450

3. TERM:

The term of the Amendment is effective from May 18, 2004 through June 30, 2008.

4. FINANCIAL INFORMATION:

<u>YEAR</u>	<u>KING/DREW</u>	<u>LAC+USC*</u>	<u>OV-UCLA</u>	<u>HHHCHC</u>
5/18/04 - 6/30/04	\$ 15,380	\$ 38,328	\$ 6,258	\$ 620
FY 2004-2005	127,584	325,282	60,896	5,144
FY 2005-2006	94,420	286,305	60,896	5,144
FY 2006-2007	94,420	286,305	60,896	5,144
FY 2007-2008	<u>94,420</u>	<u>286,305</u>	<u>60,896</u>	<u>5,144</u>
Total:	\$426,224	\$1,222,525	\$249,842	\$21,196

*A fund of \$300,000 has been set aside on an as-needed basis and is included in the total maximum obligation.

Grand Total: \$2,219,787

5. PROGRAM INFORMATION:

The Amendment provides for the continued maintenance and repair services of Computed Radiography Digital Imaging Systems at King/Drew, LAC+USC, OV-UCLA and HHHCHC.

6. APPROVALS:

Administration, King/Drew: David Runke, Acting CEO

Administration, LAC+USC: Pete Delgado, CEO

Administration, OV-UCLA: Melinda Anderson, CEO

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Elizabeth Friedeman, Senior Deputy County Counsel

Contract No. H-207500

MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and FUJIFILM MEDICAL SYSTEMS
U.S.A., INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated
April 2, 2002, and further identified as County Agreement
H-207500 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend the
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which if formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective May 18, 2004.
2. The term of this Agreement is hereby extended thirty-six
(36) months from July 1, 2005 through June 30, 2008.

3. That effective May 18, 2004, Contractor shall provide maintenance and repair services for Hubert H. Humphrey Comprehensive Health Center (HHHCHC) and Olive View/UCLA Medical Center (OV-UCLA), in accordance with the terms and conditions as set forth in Exhibit A-1, attached hereto and incorporated herein as reference.

4. That Exhibit A, shall be replaced with Exhibit A-1, attached hereto and incorporated herein as reference.

5. That Exhibit D and Exhibit E shall be replaced with Exhibit D-1, attached hereto and incorporated herein as reference.

6. That Exhibit E-1 shall be replaced with Exhibit E-2, attached hereto and incorporated herein as reference.

7. That Exhibit F shall be replaced with Exhibit F-1, attached hereto and incorporated herein as reference.

8. That the first Paragraph of the body of the Agreement shall be named and numbered Paragraph 13, ENTIRE AGREEMENT, and shall be revised to read as follows:

"13. ENTIRE AGREEMENT: This base document, along with Exhibits A-1 through I, as specified herein and attached hereto, collectively shall constitute and are here-in-above referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or

schedule, between the body of this Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A-1
2. Exhibit B
3. Exhibit C
4. Exhibit D-1
5. Exhibit E-2
6. Exhibit F-1
7. Exhibit G
8. Exhibit H
9. Exhibit I

9. That Paragraph 2, CONTRACTOR'S RESPONSIBILITIES, of the body of the Agreement shall be revised to read as follows:

"2. CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide maintenance and repair services which shall be located on-site in accordance with the terms and conditions set forth in Exhibit A-1 attached hereto and incorporated herein by reference, and Contractor shall obtain regulatory approval to service imaging systems as listed in Exhibit D-1, attached hereto and incorporated herein by reference."

10. That Paragraph 3, COUNTY'S RESPONSIBILITIES, of the body of the Agreement shall be revised to read as follows:

"3. COUNTY'S RESPONSIBILITIES:

A. County shall provide proper access to Contractor to service the equipment during normal business hours and during non-business hours upon arrangement by both parties.

B. County reserves the right to add to or delete from Equipment list of costs specified in Exhibit D-1, and E-2, terms and conditions set forth here-in-below."

11. That Paragraph 4, BILLING AND PAYMENT, of the body of the Agreement shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. Contractor shall bill County on a semi-annual basis, in arrears, beginning May 18, 2004 and thereafter in accordance to Exhibit E-2, 10-15 days after receipt of bill from Contractor. The total estimated contract amount for Martin Luther King/Drew (King/Drew) Medical Center, effective May 18, 2004 through June 30, 2004 is \$15,380 and \$127,584 for Fiscal Year (FY) 2004-05. The total estimated contract amount for King/Drew is \$94,420 annually for Fys 2005-06, 2006-07 and 2007-08 for a total maximum obligation of \$426,224. The total estimated contract amount for Los Angeles County+University of Southern California

(LAC+USC) Medical Center effective May 18, 2004 through June 30, 2004 is \$38,328 and \$325,282 for FY 2004-05. The total estimated contract amount for LAC+USC is \$286,305 annually for Fys 2005-06, 2006-07 and 2007-08 for a total maximum obligation of \$1,222,525. Additionally, a Glassware fund for LAC+USC identified for repair of X-ray tubing, Image Intensifiers, Transducers, and Transformers in the amount of \$75,000 each fiscal year for Fys 2004-05, 2005-06, 2006-07 and 2007-08, for a total of \$300,000, has been set aside as a reserve fund to be used by County at its discretion, and to be billed accordingly upon requested replacement. The total estimated contract amount for OV-UCLA, effective May 18, 2004 through June 30, 2004 is \$6,258 and is \$60,896 annually for Fys 2004-05, 2005-06, 2006-07 and 2007-08 for a total maximum obligation of \$249,842. The total estimated contract amount for HHHCHC, effective May 18, 2004 through June 30, 2004 is \$620 and is \$5,144 annually for Fys 2004-05, 2005-06, 2006-07 and 2007-08 for a total maximum obligation of \$21,196.

B. All billing to County shall be in the name of Contractor as said name appears on the first page of this Agreement.

C. Billings shall be made and forwarded to the

appropriate Medical Center's Accounting Office no later than ten (10) working days from payment schedule herein referenced as Exhibit E-2. County shall pay Contractor within thirty (30) days of receipt of Contractor's complete and correct billing. In the event that a billing is submitted which contains some disputed items, County shall pay for all items on the invoice for which the information provided is complete and correct while the discrepant item(s) is (are) being resolved."

12. That Paragraph 11, NOTICES, of the body of the Agreement shall be revised to read as follows:

"11. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses. The Director of Health Services shall have the authority to execute all notices to be given by County under this Agreement. Addresses and parties to be notified may be changed by appropriate written notice.

A. Notices to County shall be addressed as follows:

1. Department of Health Services
313 North Figueroa Street, 9th Floor
Los Angeles, California 90012

Attention: Director of Health Services

2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Attention: Director, Contract Administration

3. Martin Luther King/Charles R. Drew
Medical Center and/or
Hubert Humphrey Comprehensive Health Center
12021 S. Wilmington Avenue
Los Angeles, California 90059

Attention: Chief Executive Officer or
Administrator

4. LAC+USC Medical Center
1200 N. State Street
Los Angeles, California 90033

Attention: Chief Executive Officer or
Administrator

5. Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91343

Attention: Chief Executive Officer or
Administrator

B. Notices to Contractor shall be addressed as
follows:

Fujifilm Medical Systems U.S.A, Inc.
516 So. Varney Street
Burbank, California 91502

Attention: Vice President"

13. That Paragraph 28, CONTRACTOR'S WARRANTY OF ADHERENCE
TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional
Provisions of the Agreement shall be revised to read as follows:

"28. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S
CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges
that County has established a goal of ensuring that all

individuals who benefit financially from County through Agreement are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

14. That Paragraph 29, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the Additional Provisions of the Agreement shall be revised to read as follows:

"29. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 28, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 21, "Termination for Default", and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

15. That Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of the Additional Provisions of the Agreement shall be revised to read as follows:

"32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractor's to voluntarily post the County's "L.A.'s Most Wanted:

Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply Contractor with the poster to be used."

16. That Paragraph 42, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the Additional Provisions of the Agreement to read as follows:

"42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of Agreement."

17. That Paragraph 43, COMPLIANCE WITH JURY SERVICE PROGRAM, shall be added to the Additional Provisions of the Agreement to read as follows:

"43. COMPLIANCE WITH JURY SERVICE PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code and attached to Amendment for reference as Exhibit G.

A. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received

or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit H, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of Agreement may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

18. That Paragraph 44, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions of the Agreement to read as follows:

"44. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I, Safely Surrendered Baby Law, attached herein as reference and is also available on the Internet at www.babysafela.org for printing purposes."

19. That Paragraph 45, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the Additional Provisions of the Agreement to read as follows:

"45. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also

encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractors place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

20. That Paragraph 40, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Additional Provisions of the Agreement be revised to read as follows:

"40. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements which indicates that Contractor is not responsible, County may in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (sub-contractors/subconsultants) of County Agreements."

21. Except for the changes set forth here-in-above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

FUJIFILM MEDICAL SYSTEMS

U.S.A., INC.

Contractor

By _____

Signature

Printed Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

County Counsel

By _____

Deputy

APPROVED AS TO CONTRACT

ADMINISTRATION:

Department of Health Services

By _____

Irene E. Riley, Director
Contract Administration

AMENDCD3306.AMB

amb:04/05/04

MAINTENANCE AND REPAIR SERVICES AGREEMENT

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall provide preventive maintenance and as-needed repair services for the equipment (hereafter "System" or "Systems", as appropriate) listed in Exhibit D-1, attached hereto and incorporated herein by reference, at the rates set forth for each System. All services shall be performed in accordance with the terms and conditions described in this Agreement. Contractor's services shall include, but not be limited to, the following:

1. Development and maintenance of a comprehensive equipment inventory and preventive maintenance schedule;
2. Semi-Annual preventive maintenance services; and
3. As-needed routine and emergency repair services.

2. COMPREHENSIVE EQUIPMENT INVENTORY AND PREVENTIVE MAINTENANCE SCHEDULE:

A. Contractor shall, as a minimum, provide on-site response service personnel at the following Medical Facilities:

- (1) King/Drew Medical Center
- (2) HHHCHC
- (3) LAC+USC Medical Center

(4) OV-UCLA Medical Center

Such service personnel shall be of a sufficient number so as to be available to provide maintenance and repair services to Equipment located at the Medical Facilities.

All such service personnel shall be appropriately licensed, certified, credentialed or trained to perform the maintenance and repair services and shall have, as a minimum, knowledge and expertise in the following areas:

(5) Diagnosis and inspection of Equipment to determine maintenance and repair needs; and

(6) Routine cleaning and lubrication, as necessary, of Equipment; and

(7) Electrical and safety inspections, as necessary, of Equipment; and

Maintenance and repair services provided hereunder shall include all labor and parts at no additional cost to County. Unserviceable parts will be replaced by new parts equivalent to the original parts in performance or original equipment manufacturer's (hereafter "OEM") parts, when requested by Medical Facility(s).

Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in

association with appropriate Medical Facility staff, develop and maintain a comprehensive equipment inventory listing of equipment and systems covered under this Agreement and located at Medical Facilities. Such inventory shall identify each System by type, model number, serial number, Los Angeles County Capital Asset Leasing (LACCAL) or Los Angeles County number (if available), location (Including building and/or room number).

B. Risk Management Program: Contractor shall, in association with Medical Facility staff, develop and maintain an equipment risk management program which shall provide written documentation of any System, System component(s) or System part(s) which have been involved in a medical incident (e.g., any mechanical problem/failure which involves injury to a patient). Such documentation shall describe the incident, describe the System, System component(s) or System part(s) involved in the incident, and shall describe any inspection performed by Contractor on such System, System component(s) or System part(s) as a result of an incident. Any System, System component(s) or system part(s) which have been involved in an incident shall be removed by Contractor and, when requested by Medical Facility's Risk Manager, retained by Contractor.

C. Routine and Emergency Repair Services:

(1) Contractor shall provide on-site service, twenty-four (24) hours per day, seven (7) days per week, including holidays, for all equipment as listed in Exhibit D-1 located at LAC+USC Medical Center and for all Trauma and Emergency Room equipment as listed in Exhibit D-1 for King/Drew Medical Center.

Contractor shall provide on-site service, twenty-four (24) hours per day, seven (7) days per week, including holidays, for all equipment as listed in Exhibit D-1 located at HHHCHC.

All other listed equipment, identified in Exhibit D-1, located in areas which are not part of the Emergency Room or Trauma Center and all equipment listed in Exhibit D-1 for OV-UCLA will be serviced on-site from 8:00 a.m. to 5:00 p.m. - Monday - Friday, or upon mutual agreement by both parties.

(2) Contractor will provide telephone confirmation within one (1) hour from notification of required service by Medical Facility staff and will provide technician(s) on-site within four (4) hours of initial call.

D. Services shall include all labor and all parts.

Travel time is included for 7/24 coverage provided. County

shall provide Contractor's personnel full and free access to the Systems to perform such services.

If, upon arrival at Medical Facility, Contractor determines that the System cannot be immediately repaired, then Contractor's service representative shall indicate, in writing, an estimated time-frame for repair.

E. Equipment Maintenance:

(1) Routine Preventive Equipment Maintenance Services; Contractor shall provide preventive maintenance services for the Equipment listed in Exhibit D-1 on October 1st and April 2nd of each calendar year beginning October 1, 2004 and ending on April 2, 2008.

Preventive maintenance must comply with all appropriate licensing and accrediting agency [e.g., Joint Commission on the Accreditation of Healthcare Organizations (hereafter "JCAHO"), Occupational Safety and Health Administration (hereafter "OSHA"), Title 22,] and CAP standards.

Preventive maintenance services shall include, but not be limited to, inspection, cleaning and lubrication, safety inspection, functional tests and adjustments or calibrations necessary to facilitate proper functioning of the equipment, and replacement of

worn, defective or broken parts with new parts specifically designed for the equipment.

Preventive maintenance services exclude services required under a manufacturer's warranty, providing equipment upgrades, modifications, installation of equipment, or equipment relocation.

Contractor shall include, as part of such semi-annual preventive maintenance schedule, the Equipment preventive maintenance requirements established by Medical Facility(s) for specific Equipment is maintained to minimum regulatory compliance standards.

(2) Major Equipment Overhaul Services: Contractor shall provide regularly scheduled major overhaul services for all Equipment listed in Exhibit D-1 if necessary during the scheduled preventive maintenance service.

(3) Breakage and/or Loss: Contractor shall replace and/or repair (at the time of servicing) any Equipment and/or parts thereof which suffer breakage, damage or loss at the time of servicing or repair, which is caused by the negligence or willful misconduct of Contractor, and to the extent thereof, at no additional cost to County.

(4) Rework: Contractor shall rework improperly

repaired Equipment, correct any damage resulting therefrom, and supply all necessary parts and materials therefore at no additional cost to County. Service personnel shall also repair any defective parts purchased and installed by such service personnel and shall repair any damage to the Equipment resulting from, and to the extent of, Contractor's negligence or willful misconduct, at no additional cost to County.

(5) Equipment Abuse and/or Negligence: All breakage or damage to Equipment due to abuse and/or negligence shall first be verified and determined to be breakage or damage due to abuse and/or negligence by County personnel. Contractor shall repair such Equipment broken and/or damaged due to abuse and/or negligence on the part of Medical Facility personnel only with the prior written authorization of County. Such services shall be considered "Out-of-Scope" services and shall be billed at the rate of \$210.00 per hour for Monday through Friday 8:00 a.m. to 5:00 p.m. service.

(6) Additional Equipment: County through change order executed by the Director or his designee, may, from time to time add additional equipment to include third party modalities currently covered under warranty

or extended warranty, as such warranty expires. Any adjusted price under this Paragraph shall be based on the rates, by type of equipment, listed in Exhibit D-1. In the event the Equipment being added is not listed in Exhibit D-1, the maintenance and repair rates for this Equipment shall be the rates paid by County under the warranty or extended warranty or ten percent (10%) per year of the purchase price of the Equipment, as appropriate. County shall determine the purchase price of the Equipment. Contractor will insure that connectivity and interfacing can occur within the CR System.

(7) Equipment Adjustments: In addition, County through change order executed by the Director or his designee, may add Equipment currently covered under purchase order agreements and/or Department of Health Services (hereafter "DHS") agreements, as such purchase order agreements or DHS agreements expire, in addition to adding any equipment coming off of warranty. Any adjustment under this Paragraph shall be limited to no more than One Hundred Thousand Dollars (\$100,000) and may only be exercised two (2) times per County fiscal year.

(8) Reports: Contractor shall prepare and

maintain a written record of all services (service report) provided on each piece of Equipment at Medical Facility. Such service report(s) shall a) meet all licensing, accrediting and regulatory agency requirements, b) clearly identify the Equipment serviced by model number, serial number, Los Angeles County Capital Asset Leasing (LACCAL) or Los Angeles County number (if available), c) include an itemization and description of services performed, including electrical checks and calibration reading, d) list any parts installed, e) include the service date(s), and f) give the name of the service technician who performed the service. A copy of such report shall be given to designated radiology staff upon completion of service by the service technician.

3. EXCLUSIONS:

A. Contractor has no obligation to provide the repair services above should any repair be required because of causes other than ordinary use of the Systems, as determined by County. Such cases include, but are not limited to:

(1) Improper use, neglect, misplacement, air conditioner or humidity control malfunction or failure, Medical Center electrical system malfunction or

failure;

(2) Repair, maintenance, modification, relocation, or reinstallation by any other than Contractor authorized personnel;

(3) Acts of God, fires, floods, war, acts or sabotage, riots, accidents, or other such causes.

4. ENGINEERING HARDWARE AND SOFTWARE ENHANCEMENTS: All engineering hardware and software upgrades and/or enhancements ("Enhancements") developed by the manufacturer and provided by the manufacturer at no cost to the systems hereunder shall automatically be made available and installed on the Systems at Medical Facility(s). All license fees will be included.

Enhancements developed by the manufacturer and provided by the manufacturer at a price shall be made available for installation on the System at the Medical Facility(s) covered under this Agreement only upon request and approval of Medical Facility(s) at Contractor's then-current list or exchange price.

Invoices for Enhancements provided hereunder shall be rendered separately and payment by Medical Facility is due within thirty (30) calendar days or receipt of Contractor's invoice.

5. EQUIPMENT PERFORMANCE STANDARDS: The guaranteed performance uptime for each System is a minimum of 95%. The performance of each System will be reviewed four (4) times a year during each year the System is covered under this Agreement.

Should the system fail to meet the uptime criteria in any calendar month, a credit based upon the service contact price for the affected system, for the calendar month will be determined as follows:

<u>Equipment Uptime</u>	<u>Quarterly Price Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	5%
85% - 89.9% uptime	10%
80% - 84.9% uptime	15%
Below 79.9% uptime	20%

The basis for each measurement period is the total number of hours per day the System is in service at Medical Facility times number of days in service per month. Downtime is calculated from the time a telephone call is made to Contractor.

Downtime shall be determined monthly in accordance with the following:

Total hours per day System is in service times the number of days in service per month times 95%

The System shall be considered out-of-service if the System is 100% inoperable and not able to perform the function it was designed to perform. County will determine the function of the System.

Peripheral equipment such as all merge boxes, port switches, ethernet hub, routers, power distribution units, any and all equipment not considered a workstation and/or hard copy device are excluded from these performance standards. Time spent

on regularly scheduled maintenance, repair and adjustments, and tube replacements, as well as time spent on other than normal equipment failure will be excluded from these performance calculations. Additionally, time the System is not operable due to damage from, misuse, operator error, inadequate environmental or air conditioning protection, failure or fluctuations in Medical Facility's electrical power supply, acts of God, strikes or fires, will also be excluded from these performance standards.

Contractor shall maintain a log specifying the dates and the causes of all unplanned equipment downtime. Medical Facility Departments will validate the log on a monthly basis. Credit shall be applied to the next following month's invoice.

Service uptime below the 79.9% uptime defined above, for thirty (30) consecutive calendar days or more, shall be considered a default and County shall give Contractor notice thereof, pursuant to the provisions of Paragraph 1.D. in the body of the Agreement.

6. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment: Contractor shall screen all personnel

prior to assigning such personnel to provide services at Medical Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such service personnel shall be appropriately licensed, certified, credentialed, registered or trained to perform the maintenance and repair services and shall have, as a minimum, knowledge and expertise in the following areas:

- (1) Diagnosis and inspection of each system to determine maintenance and repair needs;
- (2) Routine cleaning and lubrication, as necessary, of each System;
- (3) Electrical and safety inspections, as necessary, of each System; and
- (4) Calibration and functional testing, as necessary.

C. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

D. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a county employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public health List of Reportable Diseases.

E. Physical Examination: Contractor shall ensure that each person who performs services under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, or an annual or biannual basis, as required by the JCAHO and Section 70723, Title 22, California Code of Regulations and shall provide County, upon request,

with evidence that each such person is free of infectious/contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place,

is immunized against common communicable diseases, has received an initial chest X-ray, an annual TB skin test or TB symptoms evaluation or periodic chest X-ray, a measles (Rubeola) and Rubella anti-body titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and make available to County upon request.

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES
COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS
KING/DREW MEDICAL CENTER**

EXHIBIT D-1
Page 1 of 5

EQUIPMENT LOCATION	DESCRIPTION/MODEL SERIAL NUMBER	ANNUAL COST 5/18/04 - 6/30/04	ANNUAL COST 7/1/04 - 6/30/05	ANNUAL COST 7/1/05 - 6/30/06	ANNUAL COST 7/1/06 - 6/30/07	ANNUAL COST 7/1/07 - 6/30/08	COVERAGE
KING DREW MED CTR PERIPHERAL ITEMS	MULTI-FORMATTER MF-300L S/N 8673405	\$347	\$2,877	\$1,700	\$1,700	\$1,700	8 - 5, M - F
KING DREW MED CTR ROOM T1311G	PRINTER-LASER-FL-IMD S/N 7654378	\$857	\$7,106	\$4,250	\$4,250	\$4,250	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	MULTI-FORMATTER MF-300S S/N 6722349	\$124	\$1,032	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	MULTI-FORMATTER MF-300S S/N 7702662	\$124	\$1,032	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR ROOM T0211H	PRINTER-LASER-FL-IMD S/N 7654365	\$602	\$4,991	\$5,000	\$5,000	\$5,000	24 X 7
KING DREW MED CTR ROOM T03026	PRINTER-LASER-FL-IMD S/N 6653413	\$602	\$4,991	\$4,250	\$4,250	\$4,250	8 - 5, M - F
KING DREW MED CTR ROOM IE14	PRINTER-LASER-FL-IMD S/N 8675233	\$602	\$4,991	\$4,250	\$4,250	\$4,250	8 - 5, M - F
KING DREW MED CTR ROOM T1201	READER-PLATE-AC3CS/ID S/N 7652090	\$2,684	\$22,266	\$15,000	\$15,000	\$15,000	24 X 7
KING DREW MED CTR PERIPHERAL ITEMS	TERMINAL-DATA-IDT-A S/N 7652830	\$0	\$0	\$0	\$0	\$0	8 - 5, M - F
KING DREW MED CTR ROOM T1311G	READER-PLATE-AC3CS/ID S/N 7652088	\$2,684	\$22,266	\$15,000	\$15,000	\$15,000	24 X 7
KING DREW MED CTR PERIPHERAL ITEMS	TERMINAL-DATA-IDT-A S/N 7652829	\$0	\$0	\$0	\$0	\$0	8 - 5, M - F
KING DREW MED CTR EMERGENCY ROOM	READER-PLATE-FCR 5000 S/N 0632855	\$2,860	\$23,726	\$17,000	\$17,000	\$17,000	24 X 7
KING DREW MED CTR EMERGENCY ROOM	PRINTER-LASER-FM-DPL S/N 0683850	\$754	\$6,258	\$4,000	\$4,000	\$4,000	24 X 7
KING DREW MED CTR PERIPHERAL ITEMS	TERMINAL-DATA-IDT-741 S/N 0633447	\$0	\$0	\$0	\$0	\$0	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	INTERFACE-EXAM-GATEWAY S/N 9V4730B	\$179	\$1,484	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	INTERFACE-EXAM-GATEWAY S/N YT3971009006	\$206	\$1,710	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	INTERFACE-EXAM-GATEWAY S/N YT3971009005	\$206	\$1,710	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR PERIPHERAL ITEMS	WORKSTATION - QA-771 WS S/N GVKP601	\$479	\$3,974	\$2,550	\$2,550	\$2,550	8 - 5, M - F
KING DREW MED CTR	PRINTER-LASER-FM-DPL** S/N 1706640	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
KING DREW MED CTR	PRINT SERVER - 551 PS** S/N 1S40S01	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
KING DREW MED CTR	INTERFACE-EXAM-GATEWAY** OLJEW	\$102	\$850	\$850	\$850	\$850	8 - 5, M - F
KING DREW MED CTR	PRINTER-LASER-FM-DPL** S/N 2617195	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
KING DREW MED CTR	PRINTER-LASER-FM-DPL** S/N 2690020	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
KING DREW MED CTR	WORKSTATION - QA-771 WS** 9PJ3321	\$307	\$2,550	\$2,550	\$2,550	\$2,550	8 - 5, M - F
KING DREW MED CTR	WORKSTATION - QA-771 WS** CPJ3321	\$307	\$2,550	\$2,550	\$2,550	\$2,550	8 - 5, M - F
KING DREW MED CTR	PRINT SERVER - 551 PS** S/N 7L5KF11	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
TOTALS		\$15,380	\$127,584	\$94,420	\$94,420	\$94,420	

COST SUMMARY

	<u>EQUIPMENT</u>	<u>GLASSWARE</u>
5/18/04 - 6/30/04	\$15,380	\$0
FY 2004 - 2005	\$127,584	\$0
FY 2005 - 2006	\$94,420	\$0
FY 2006 - 2007	\$94,420	\$0
FY 2007 - 2008	\$94,420	\$0
SUBTOTAL:	\$426,224	\$0

** - These are the new items not previously under contract	
5/18/04 - 6/30/04	\$2,070
7/1/04 - 6/30/05	\$17,170
TOTAL NEW TO 6/30/05	\$19,240
Therefore, out of \$142,964 to 6/30/05, \$19,240 is for new items not previously under contract	

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS
LAC + USC MEDICAL CENTER

EXHIBIT D-1
Page 2 of 5

EQUIPMENT LOCATION	DESCRIPTION/MODEL SERIAL NUMBER	ANNUAL COST 5/18/04 - 6/30/04	ANNUAL COST 7/1/04 - 6/30/05	ANNUAL COST 7/1/05 - 6/30/06	ANNUAL COST 7/1/06 - 6/30/07	ANNUAL COST 7/1/07 - 6/30/08	COVERAGE
LAC + USC MED. CTR. GH1280	WORKSTATION - HI-C/QA S/N 6833BZL2K425	\$88	\$728	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ER/RAD 1091E	PRINTER-LASER-FM-DPL S/N 9652189	\$747	\$6,200	\$4,000	\$4,000	\$4,000	24 X 7
LAC + USC MED. CTR. THIRD FLOOR/CT	PRINTER-LASER-FM-DPL 9722964	\$747	\$6,200	\$4,000	\$4,000	\$4,000	24 X 7
LAC + USC MED. CTR. ER/TRAUMA	PRINT SERVER - 551 PS DS/N DBV9L	\$103	\$853	\$600	\$600	\$600	24 X 7
LAC + USC MED. CTR. THIRD FLOOR/CT	BOXES - INTERFACE - MERGE APS S/N 00960346	\$228	\$1,892	\$1,500	\$1,500	\$1,500	24 X 7
LAC + USC MED. CTR.	BOXES - INTERFACE - MERGE DPI S/N 00952437	\$188	\$1,560	\$1,200	\$1,200	\$1,200	24 X 7
LAC + USC MED. CTR. ER/TRAUMA	READER-PLATE-FCR 5000 S/N 9682617	\$2,860	\$23,726	\$17,000	\$17,000	\$17,000	24 X 7
LAC + USC MED. CTR. ER/TRAUMA	TERMINAL-DATA-IDT-741 S/N 9703325	\$0	\$0	\$0	\$0	\$0	24 X 7
LAC + USC MED. CTR. ER/TRAUMA	INTERFACE-EXAM-GATEWAY GADTW	\$179	\$1,484	\$1,000	\$1,000	\$1,000	24 X 7
LAC + USC MED. CTR. ER/TRAUMA	WORKSTATION - QA-771 WS S/N HOTIT	\$479	\$3,974	\$3,000	\$3,000	\$3,000	24 X 7
LAC + USC MED. CTR. ROOM 10231	WORKSTATION CPU ONLY S/N 6030DYSZG981	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 9300	WORKSTATION CPU ONLY S/N 6030DYSZH005	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 6200	WORKSTATION CPU ONLY S/N 6030DYSZH004	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3538A	WORKSTATION CPU ONLY S/N S6011DKZ2A718	\$71	\$585	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 1350	WORKSTATION CPU ONLY S/N 6030DYSZH551	\$71	\$585	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 1202	WORKSTATION CPU ONLY S/N 6030DYSZH716	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 1060H	WORKSTATION CPU ONLY S/N 6030DYSZH983	\$71	\$585	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 1060M	WORKSTATION CPU ONLY S/N 6030DYSZH243	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3750B	WORKSTATION CPU ONLY S/N S6038DYSZE571	\$71	\$585	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3MI5	WORKSTATION CPU ONLY S6011DKZ2A586	\$71	\$585	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 1091G	WORKSTATION CPU ONLY S/N S6011DKZ2A455	\$901	\$7,475	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 1050G	WORKSTATION CPU ONLY S/N S6011DKZ2A563	\$415	\$3,445	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 5036	WORKSTATION CPU ONLY 6030DYSZH682	\$415	\$3,445	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR.	REMAINING SYNAPSE S/N SY-01-00815610	\$14,700	\$121,945	\$107,230	\$107,230	\$107,230	24 X 7

Items on Page 1 are from the Existing Contract

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES
COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS
LAC + USC MEDICAL CENTER**

EXHIBIT D-1
Page 3 of 5

EQUIPMENT LOCATION	DESCRIPTION/MODEL SERIAL NUMBER	ANNUAL COST 5/18/04 - 6/30/04	ANNUAL COST 7/1/04 - 6/30/05	ANNUAL COST 7/1/05 - 6/30/06	ANNUAL COST 7/1/06 - 6/30/07	ANNUAL COST 7/1/07 - 6/30/08	COVERAGE
LAC + USC MED. CTR. ORTHO 3341	WORKSTATION CPU ONLY S/N S6038DYSZE570	\$51	\$425	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 7036	WORKSTATION CPU ONLY S/N 79GN611	\$51	\$425	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 5831	WORKSTATION CPU ONLY S/N G38VW01	\$51	\$425	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 2K23	WORKSTATION CPU ONLY S/N 611DYSZ2158	\$51	\$425	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM P4K	WORKSTATION CPU ONLY S/N 6X1A-JYFZ-31X2	\$60	\$500	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 3L15	WORKSTATION CPU ONLY S/N 6X1A-JYFZ-31GX	\$51	\$425	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 12638	WORKSTATION CPU ONLY S/N 2UA33403F8	\$0	\$281	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3536	WORKSTATION CPU ONLY S/N 2UA33309V2	\$0	\$281	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3700B	WORKSTATION CPU ONLY S/N 2UA334053N	\$0	\$281	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3421	WORKSTATION CPU ONLY S/N 2UA33403GK	\$0	\$281	\$425	\$425	\$425	8 - 5, M - F
LAC + USC MED. CTR. ROOM 3538	WORKSTATION CPU ONLY S/N 2UA3340544	\$0	\$330	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 3628CT	WORKSTATION CPU ONLY S/N 2UA33403LV	\$0	\$330	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR. ROOM 3421	WORKSTATION CPU ONLY S/N 2UA3340GZX	\$0	\$330	\$500	\$500	\$500	24 X 7
LAC + USC MED. CTR.	NEW SYNAPSE S/N SY-01-00815620	\$6,154	\$51,050	\$51,050	\$51,050	\$51,050	24 X 7
LAC + USC MED. CTR.	NEW SYNAPSE S/N SY-02-00815620	\$2,652	\$22,000	\$22,000	\$22,000	\$22,000	24 X 7
LAC + USC MED. CTR. WCH ROOM 3M25	READER-PLATE-FCR 5000 S/N 1685141	\$2,049	\$17,000	\$17,000	\$17,000	\$17,000	24 X 7
LAC + USC MED. CTR. WCH ROOM 3M25	TERMINAL-DATA-IDT-741 DMGX311	\$0	\$0	\$0	\$0	\$0	24 X 7
LAC + USC MED. CTR. WCH ROOM 3M25	READER-PLATE-SMART CR S/N 17221951	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
LAC + USC MED. CTR. WCH ROOM 3M25	TERMINAL-DATA-SMART PC S/N 5590211	\$0	\$0	\$0	\$0	\$0	8 - 5, M - F
LAC + USC MED. CTR. WCH ROOM 3M25	WORKSTATION - QA-771 WS S/N FK49111	\$362	\$3,000	\$3,000	\$3,000	\$3,000	24 X 7
LAC + USC MED. CTR. WCH ROOM 3M25	PRINTER-LASER-FM-DPL S/N 1696452	\$482	\$4,000	\$4,000	\$4,000	\$4,000	24 X 7
LAC + USC MED. CTR. WCH ROOM 3M25	PRINT SERVER - 551 PS S/N BN40501	\$72	\$600	\$600	\$600	\$600	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	PRINTER-LASER-FM-DPL S/N 1665853	\$482	\$4,000	\$4,000	\$4,000	\$4,000	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	PRINT SERVER - 551 PS S/N 4N40501	\$72	\$600	\$600	\$600	\$600	24 X 7
LAC + USC MED. CTR. EMERGENCY AREA	READER-PLATE-AC3 S/N 7613142	\$1,025	\$8,500	\$8,500	\$8,500	\$8,500	8 - 5, M - F
LAC + USC MED. CTR. EMERGENCY AREA	TERMINAL-DATA-IDT-AC3 S/N 8654449	\$0	\$0	\$0	\$0	\$0	8 - 5, M - F
LAC + USC MED. CTR. EMERGENCY AREA	INTERFACE-EXAM-GATEWAY S/N 5YZXC11	\$121	\$1,000	\$1,000	\$1,000	\$1,000	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	READER-PLATE-SMART CR 26823983	\$964	\$8,000	\$8,000	\$8,000	\$8,000	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	TERMINAL-DATA-SMART PC BRWKY11	\$0	\$0	\$0	\$0	\$0	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	READER-PLATE-SMART CR 36826748	\$0	\$5,216	\$8,000	\$8,000	\$8,000	24 X 7
LAC + USC MED. CTR. GH ROOM 3521	TERMINAL-DATA-SMART PC JH3M431	\$0	\$0	\$0	\$0	\$0	24 X 7
PAGE 2 TOTALS		\$15,572	\$136,505	\$140,375	\$140,375	\$140,375	
PAGE 1 TOTALS		\$22,757	\$188,777	\$145,930	\$145,930	\$145,930	
TOTAL LAC + USC		\$38,328	\$325,282	\$286,305	\$286,305	\$286,305	

COST SUMMARY

	EQUIPMENT	GLASSWARE *
5/18/04 - 6/30/04	\$38,328	\$0
FY 2004 - 2005	\$325,282	\$75,000
FY 2005 - 2006	\$286,305	\$75,000
FY 2006 - 2007	\$286,305	\$75,000
FY 2007 - 2008	\$286,305	\$75,000
SUBTOTAL:	\$1,222,525	\$300,000
TOTAL:	\$1,522,525	

NOTE: * Contractor shall bill County for Glassware on an as-needed basis only in an amount not to exceed the dollar amount listed hereinabove, under glassware.

Glassware is defined as video monitors (CRT or Flat Panel Display 1K or 2K) and associated video card.

Items on Page 2 are new items not previously under contract.		
5/18/04 - 6/30/04	\$15,572	
7/1/04 - 6/30/05	\$136,505	
TOTAL NEW TO 6/30/05		\$152,077
Therefore, Out of \$363,610 to 6/30/05, \$152,077 is for new items not previously under contract.		

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS
OLIVE VIEW/UCLA MEDICAL CENTER

EXHIBIT D-1

Page 4 of 5

EQUIPMENT LOCATION	DESCRIPTION/MODEL SERIAL NUMBER	ANNUAL COST					COVERAGE
		5/18/04 - 6/30/04	7/1/04 - 6/30/05	7/1/05 - 6/30/06	7/1/06 - 6/30/07	7/1/07 - 6/30/08	
OLIVE VIEW MC CT	PRINTER - LASER - FM-DP/L 2637824	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
OLIVE VIEW MC CT	PRINT SERVER - 551 PS 9JQWK11	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
OLIVE VIEW MC CT	BOXES - INTERFACE - NAI 3391	\$33	\$273	\$273	\$273	\$273	8 - 5, M - F
OLIVE VIEW MC ER/TRAUMA	PRINTER - LASER - FM-DP/L 2649105	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	PRINTER - LASER - FM-DP/L 2689884	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	PRINT SERVER - 551 PS 40KBM21	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	READER-PLATE-SMART CR 26723740	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	READER-PLATE-SMART CR 26723736	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	READER-PLATE-SMART CR 27024459	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	READER-PLATE-SMART CR 26723795	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC ER/TRAUMA	READER-PLATE-SMART CR 16720965	\$820	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	TERMINAL-DATA-IIP WS 4XBZ021	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	TERMINAL-DATA-IIP WS GWOT921	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC RADIOLOGY	TERMINAL-DATA-IIP WS 3PMT921	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC ER/TRAUMA	TERMINAL-DATA-IIP WS HHJMB21	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC ER/TRAUMA	TERMINAL-DATA-IIP WS JTDMB21	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC ER/TRAUMA	PRINT SERVER - 551 PS 7347Z11	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
OLIVE VIEW MC MRI	PRINTER - LASER - FM-DP/L 2627506	\$410	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
OLIVE VIEW MC MRI	PRINT SERVER - 551 PS GJLNK21	\$61	\$510	\$510	\$510	\$510	8 - 5, M - F
OLIVE VIEW MC MID-VALLEY	PRINTER - LASER - FM-DP/L 2627499	\$75	\$3,400	\$3,400	\$3,400	\$3,400	8 - 5, M - F
OLIVE VIEW MC MID-VALLEY	PRINT SERVER - 551 PS 2JLNK21	\$11	\$510	\$510	\$510	\$510	8 - 5, M - F
OLIVE VIEW MC MID-VALLEY	READER-PLATE-SMART CR 36125134	\$149	\$6,800	\$6,800	\$6,800	\$6,800	8 - 5, M - F
OLIVE VIEW MC MID-VALLEY	TERMINAL-DATA-IIP WS 5YWLB21	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	INCL. SMART	8 - 5, M - F
OLIVE VIEW MC CT	BOXES - INTERFACE - NAI 3392	\$6	\$273	\$273	\$273	\$273	8 - 5, M - F
	TOTALS	\$6,258	\$60,896	\$60,896	\$60,896	\$60,896	

COST SUMMARY

	<u>EQUIPMENT</u>	<u>GLASSWARE</u>
5/18/04 - 6/30/04	\$6,258	\$0
FY 2004 - 2005	\$60,896	\$0
FY 2005 - 2006	\$60,896	\$0
FY 2006 - 2007	\$60,896	\$0
FY 2007 - 2008	\$60,896	\$0
SUBTOTAL:	\$249,842	\$0

EQUIPMENT MAINTENANCE AND REPAIR SERVICES
COMPUTED RADIOGRAPHY DIGITAL IMAGING SYSTEMS
HUBERT R. HUMPHREY COMPREHENSIVE HEALTH CENTER

EXHIBIT D-1
Page 5 of 5

EQUIPMENT LOCATION	DESCRIPTION/MODEL SERIAL NUMBER	ANNUAL COST 5/18/04 - 6/30/04	ANNUAL COST 7/1/04 - 6/30/05	ANNUAL COST 7/1/05 - 6/30/06	ANNUAL COST 7/1/06 - 6/30/07	ANNUAL COST 7/1/07 - 6/30/08	COVERAGE
HUBERT HUMPHREY	PRINTER - LASER - FM-DP/L S/N 2637723	\$482	\$4,000	\$4,000	\$4,000	\$4,000	24 X 7
HUBERT HUMPHREY	PRINT SERVER - 551 PS S/N BRLRH11	\$72	\$600	\$600	\$600	\$600	24 X 7
HUBERT HUMPHREY	BOXES - INTERFACE - NAI S/N 23170	\$33	\$272	\$272	\$272	\$272	24 X 7
HUBERT HUMPHREY	PRINTER - LASER - FM-DP/L S/N 2637723	\$33	\$272	\$272	\$272	\$272	24 X 7
	TOTALS	\$620	\$5,144	\$5,144	\$5,144	\$5,144	

COST SUMMARY

	<u>EQUIPMENT</u>	<u>GLASSWARE</u>
5/18/04 - 6/30/04	\$620	\$0
FY 2004 - 2005	\$5,144	\$0
FY 2005 - 2006	\$5,144	\$0
FY 2006 - 2007	\$5,144	\$0
FY 2007 - 2008	\$5,144	\$0
SUBTOTAL:	\$21,196	\$0

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
PAYMENT SCHEDULE**

LOCATION	FISCAL YEAR	BILLING DATE	AMOUNT
KING/DREW MEDICAL CENTER	5/18/04 to 6/30/04	June 30, 2004	\$ 15,380
	2004-2005	December 31, 2004	63,792
		June 30, 2005	63,792
	2005-2006	December 31, 2005	47,210
		June 30, 2006	47,210
	2006-2007	December 31, 2006	47,210
		June 30, 2007	47,210
	2007-2008	December 31, 2007	47,210
		June 30, 2008	47,210
TOTAL CONTRACT AMOUNT:			\$ 426,224
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER	5/18/04 to 6/30/04	June 30, 2004	\$ 620
	2004-2005	December 31, 2004	2,572
		June 30, 2005	2,572
	2005-2006	December 31, 2005	2,572
		June 30, 2006	2,572
	2006-2007	December 31, 2006	2,572
		June 30, 2007	2,572
	2007-2008	December 31, 2007	2,572
		June 30, 2008	2,572
TOTAL CONTRACT AMOUNT:			\$ 21,196
LAC+USC MEDICAL CENTER	5/18/04 to 6/30/04	June 30, 2004	\$ 38,328
	2004-2005	December 31, 2004	162,640
		June 30, 2005	162,639
	2005-2006	December 31, 2005	143,153
		June 30, 2006	143,153
	2006-2007	December 31, 2006	143,153
		June 30, 2007	143,153

**EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT
PAYMENT SCHEDULE**

LOCATION	FISCAL YEAR	BILLING DATE	AMOUNT
LAC+USC MEDICAL CENTER	2007-2008	December 31, 2007	143,153
		June 30, 2008	143,153
TOTAL CONTRACT AMOUNT:			\$1,222,525
OLIVE/VIEW UCLA MEDICAL CENTER	5/18/04 TO 6/30/04	June 30, 2004	\$ 6,258
	2004-2005	December 31, 2004	30,448
		June 30, 2005	30,448
	2005-2006	December 31, 2005	30,448
		June 30, 2006	30,448
	2006-2007	December 31, 2006	30,448
		June 30, 2007	30,448
	2007-2008	December 31, 2007	30,448
		June 30, 2008	30,448
TOTAL CONTRACT AMOUNT:			\$249,842
GRAND TOTAL CONTRACT AMOUNT (Excluding glassware fund):			\$1,919,787

BILLING LOCATIONS AND
ADDRESSES OF FACILITIES

1. LAC+USC Medical Center
1200 N. State Street
Los Angeles, California 90033
2. Martin Luther King/Drew Medical Center and Hubert Humphrey
Comprehensive Health Clinic
12021 Wilmington Avenue
Los Angeles, California 90059
3. Olive View/UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91343

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

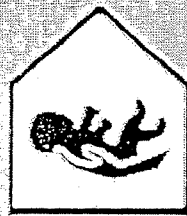
Print Name:	Title:
Signature:	Date:

EXHIBIT I

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grandland Johnson, Secretary

Department of Social Services
Rita Saez, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Bratton Burke, Supervisor, Second District

Lex Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonowich, Supervisor, Fifth District

This initiative is also supported by First 15 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernard no under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido por en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no van a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.